

Evansdale

Teamsters #238 (Police)

7/1/2005 6/30/2008

INDEX

CITY OF EVANSDALE POLICE DEPARTMENT
and
CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 238

July 1, 2005 - June 30, 2008

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AGREEMENT

This Agreement made and entered into by and between the City of Evansdale and the Police Department, hereinafter referred to as the "Employer" and Chauffeurs, Teamsters and Helpers Local 238, affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union" or its successors.

ARTICLE 1 **PURPOSE**

It is the intent and purpose of the parties hereto to establish mutually harmonious relations between the Employer, its employees and the Union; to provide continuity of employment in so far as economic conditions may permit.

ARTICLE 2 **RECOGNITION**

Section 2.1

The City of Evansdale hereby recognizes the Union as the exclusive collective bargaining agent for the following unit consisting of all full time and part-time regular employees as outlined in Public Employment Relations Board Case No. 689, excluding the Police Chief and others excluded by Section 4 of the Act, of the Evansdale Police Department.

Section 2.2

The Union recognizes the employee's responsibility to cooperate with the City of Evansdale to assure maximum service to the public.

Section 2.3

The Employer has, in addition to all powers, duties and rights established by constitutional provision statute, ordinance, charter, or special act, the exclusive power, duty and the right to direct the work of its public employees; hire, promote, demote, transfer, assign and retain public employees in position within the Employer's operation; to suspend or discharge public employees for proper cause, subject to grievance procedure; to maintain the efficiency of governmental operation; to relieve public employees from duties because of lack of work or for other legitimate reasons; to determine and implement methods, means, assignments and personnel by which the public Employer's operations are to be conducted to take such action as may be necessary to carry out the mission of the public Employer; to initiate, prepare, certify and administer its budget; to exercise all powers and duties

granted to the Employer by law and to exercise its total rights to an Employer, except as expressly limited herein.

ARTICLE 3 **DEFINITIONS**

UNION: Chauffeurs, Teamsters and Helpers Local 238, an affiliate of the International Brotherhood of Teamsters.

UNION MEMBER: A member of Teamsters Union Local 238 as described in paragraph 1.

EMPLOYEE: A member of the exclusively recognized bargaining unit.

FULL TIME EMPLOYEE: An employee whose average work week is thirty- two hours or more.

PART-TIME EMPLOYEE: An employee whose average work week is less than thirty-two hours.

DEPARTMENT: The Evansdale Police Department

EMPLOYER: The City of Evansdale, Iowa

CHIEF: The Chief of the Evansdale Police Department or his designated representative. The Chief is a working member of the Police Department and may work a scheduled shift.

OVERTIME: Work performed at the express authorization of the Employer in excess of the employee's work day or work week.

SCHEDULED SHIFT: A consecutive work period including rest breaks and a lunch break.

REST BREAKS: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.

STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow-down, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations or public employment.

ARTICLE 4
UNION DUES AND CHECK-OFF

Section 4.1

The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues, initiation fees and all uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month in which the deductions have been made, provided the Employer has first been presented with an individual written order therefore, signed by the employee, all in the manner as set forth in Section 20.9, Code of Iowa, 1981, which written order shall be renewed from year to year, and for succeeding collective bargaining agreements unless the employee shall give thirty (30) days written notice to the Employer of cancellation.

Section 4.2

The Union agrees to indemnify, defend and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for the Union from an employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Secretary-Treasurer of the Teamsters Union Local No. 238.

ARTICLE 5
UNION REPRESENTATIVES

Section 5.1

Authorized representatives of the Union shall be permitted to visit the police station and confer with representatives of the Employer. If such Union representative desires to confer with the Union Steward or an employee, they must first notify the senior officer on duty. The employee will not be granted permission for such a conference if it will interfere with the normal operations of the department. No employee will be held out of or called in from their assignment for this purpose.

Section 5.2

Upon reasonable request, during regular business hours, the Employer shall produce for examination by an employee or his representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved. This request must be made to the Chief and the appointment will be made by the City Clerk.

ARTICLE 6
STEWARDS

Section 6.1

The Employer recognizes the right of the Union to designate one steward, and one alternate from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time.

Section 6.2

A steward is expected to contact other employees regarding grievances at the shift change unless they secure prior permission from the Chief. He may not leave his job assignment or cause another employee to leave his job assignment unless he has prior approval from the Chief.

Section 6.3

The authority of job steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties and activities:

A. The investigation and presentation of grievances with his Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:

- 1) have been reduced to writing, and
- 2) if not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.

Section 6.4

The Union recognizes that job steward and alternate has no authority to take any strike action or any other action interrupting the Employer's operations.

Section 6.5

The Employer recognizes these limitations upon the authority of the rank and file, and shall not hold the Union liable for any unauthorized acts if the Union shall declare by letter to the Employer that such action is unauthorized. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, in the event of unauthorized strike action, slow down, group absenteeism, or work stoppage in violation of this Agreement.

Section 6.6

The Union, where an unauthorized strike action, slow down, group absenteeism, or work stoppage in violation of the Iowa Statute has occurred, shall promptly order its members to return to work in addition to furnishing a letter as stated in Article 6.5.

ARTICLE 7 **DELEGATES AND COMMITTEES**

Section 7.1

No employee shall be discharged by the Employer because of serving on committees of the Union or as a delegate to labor conventions. If any employee is chosen by the Union as a delegate to a labor convention, or on a Union committee, the Union shall give the Employer seven (7) days notice, where possible, prior to such employee being absent for such purpose. Not more than one employee may

serve as a delegate or committee person at one time without written permission from the Employer. The Employer agrees with the foregoing, provided such employee while on leave of absence does not engage in Union organizing activity involving any other City department. Employer reserves the right to change the shift for absenteeism due to Union activities.

Section 7.2

Members of the Union Contract Negotiating Committee or Grievance Committee, shall be granted a leave from duty for all joint meetings between the Employer and the Union concerning negotiations for the terms of a contract, or grievance meetings when such meetings take place at a time during which such members are scheduled to be on duty. Each such member shall give at least forty-eight (48) hours notice of such meeting to his Chief.

ARTICLE 8 **DEPARTMENTAL RULES**

Section 8.1

Each employee is expected to follow all written and verbal directives. It is agreed that conformance with rules does not jeopardize the employee's rights to file grievance protesting discipline for violation of such rules.

Section 8.2

Members and employees of the Department, shall promptly obey any lawful order emanating from any superior officer. Should any such order conflict with a previous order from any other superior officer, with any general or special order, or any provisions of the Rules and Regulations, the member or employee to which such order is given shall respectfully call attention to such conflict of orders, and if the officer giving the last order does not change the same so as to obviate such conflict, his order shall stand, the responsibility shall be his, and the person obeying the same will not be held in any way responsible of any orders heretofore issued. If any unlawful order is given to any member or employee of the Department, such member or employee will promptly report such fact to the Chief of Police.

Section 8.3

Each employee will be provided with a copy of all Departmental Rules and Regulations.

ARTICLE 9 **DISCHARGE OR SUSPENSION**

Section 9.1

The Employer shall not discharge nor suspend any employee without just cause. The Employer agrees to a progressive discipline schedule. Prior to any discharge or suspension except for serious offenses, the Employer shall administer corrective discipline and issue prior warnings. The first written warning from the Employer shall result in corrective measures being taken by the employee. A second written warning will result in a three (3) day suspension without pay. Upon a third written warning, the employee will be discharged. The Employer may discharge or suspend any employee

for violation of a serious offense such as but not limited to:
drinking while on duty, discharging a fire arm not in the course of his employment, coming to the job under the influence of alcoholic beverage, carrying an unauthorized passenger, neglect of duty, disobedience or failure to properly perform his duties. Any employee who is discharged or suspended without going through the progressive procedure may immediately appeal the matter as set out in Article 10.10 of the contract.

Section 9.2

For most offenses, the warning notice shall not remain in effect for a period of more than nine (9) months from the date of said warning notice.

Section 9.3

If any employee is placed on warning or discipline, the employee will be given the opportunity to have a steward present before such warning or discipline is executed.

Section 9.4

No employee shall be fired without a pre-termination hearing held by the Mayor.

Section 9.5

The Chief may at his discretion, and with probable cause, require employees to undergo breath, blood, or urine screening for the presence of alcohol or illegal drugs.

ARTICLE 10 **GRIEVANCE PROCEDURE**

Section 10.1

DEFINITION OF A GRIEVANCE: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 10.2

PROCESSING OF A GRIEVANCE: It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during the normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 10.3

Any grievance or dispute arising out of the interpretation of this Agreement shall be settled in the following manner:

Section 10.4

Recognizing the value and importance of full discussion in clearing up any misunderstanding and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

ORAL DISCUSSION WITH SUPERVISOR An employee believing they have cause for grievance may, at their option, discuss the matter directly with their Chief or may take it up with the Union Steward or Business Representative, who shall discuss the grievance with the employee's supervisor.

Section 10.5

WRITTEN GRIEVANCE

Step 1 -- Oral discussion with Supervisor.

Step 2 -- If not settled satisfactorily in Step 1, the aggrieved employee, Union steward, or Business Representative shall reduce the grievance to writing within fourteen (14) days of the known occurrence which is being grieved, citing the contract provisions allegedly violated and other pertinent details, and shall submit the signed grievance to the Chief of Police or his designee. If the grievance is against the Chief of Police, it shall be filed with the Chief and the Mayor. The Chief of Police shall submit a written answer within fourteen (14) days to the appropriate party.

Step 3 -- If not settled satisfactorily in the second step, the grievance shall be submitted in writing to the Personnel Committee of the City Council and shall be discussed with them by the individual employee, Union steward, or Business Representative. The Personnel Committee shall hear said grievance within seven (7) calendar days after the grievance is presented to them. The Personnel Committee shall give its answer in writing within seven (7) days after the hearing.

Step 4 -- If the grievance is not resolved in Step 3, either party to this Agreement may submit the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within thirty (30) calendar days following Step 3 decision.

Section 10.6

In the event that the Union and the Employer refer a grievance or dispute to arbitration, the impartial arbitrator shall be selected by mutual agreement between the parties. If the Union and the Employer are unable to agree upon an impartial arbitrator within ten (10) days after either party notifies the other party of its decision to arbitrate, either party may request the Federal Mediation and Conciliation Service to provide a list of five (5) neutral arbitrators. Upon receipt of said list, the parties shall determine by lot the order of elimination and, thereafter, each shall alternately strike from the list two names and the remaining shall become the arbitrator.

Section 10.7

The function of the arbitrator shall be to determine controversies involving interpretation of this Agreement and they shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union provided that

each party shall be responsible for compensating its own representatives and witnesses.

Section 10.8

A grievance affecting the financial status of an employee which is settled in favor of the employee shall be retro-active to the date on which the grievance occurred.

Section 10.9

If the grieving employee, or the Union, refuses or fails to appear or proceed at any stage of the grievance procedure within the prescribed time limits, the complaint shall be deemed withdrawn. If the Employer does not answer a grievance or respond within the prescribed time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The Employer and the employee or Union may by mutual agreement, extend the time requirement in any step.

Section 10.10

If, as a result of the written response from the Chief of Police, the grievance remains unsettled and if the grievance involves matters governed by the Civil Service Rules or statutory provisions, Civil Service Rules or statutory provisions, Civil Service employees, who have completed the required probationary period, may appeal the grievance either to Step 3 and, if necessary, to Step 4 of Article 10, or to the Civil Service Commission. If appealed to the Civil Service Commission, the grievance is not subject to Step 3 or Step 4 in Article 10. The aggrieved employee, Union steward or Business Representative shall indicate in writing which procedure is to be utilized, Step 3 and Step 4 of Article 10 or Civil Service, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee, Union steward or Business Representative from making subsequent appeal through Step 3 or Step 4 of Article 10.

ARTICLE 11 **SENIORITY**

Section 11.1

Definition: Seniority is the employee's length of continuous service in the Department since the last hire date they started to work for the Employer, except as otherwise provided herein. "Last hire date they started to work for the Employer" shall mean the date upon which an employee first reported for work at the direction of the Employer, since they have not quit, retired, or been discharged. It is understood that for the purpose of calculating all benefits which are determined by seniority, seniority will be computed as the total number of hours worked as a part-time employee divided by 2080 hours (standard work week), added to the total number of years and months worked as a full time employee. There will be one seniority list for Police Officers.

Section 11.2

In the event two or more employees are directed by the Employer to report to work on the same date, the seniority of those employees will be determined by a drawing.

Section 11.3

Seniority -- Application to Vacations: Seniority will govern in the choice of vacation periods, provided such choice has been exercised by March 1st of each year.

Section 11.4

Probationary Period: Upon appointment as a full-time police officer, police officers will serve a probationary period of 9 months. During these probationary periods, employees may be terminated without showing cause and without recourse to the grievance procedure.

Part-time police officers are not subject to probation until such time as they are appointed to be full-time police officers.

Section 11.5

Seniority of employees retained beyond the probationary period will date back to the date they started to work for the Police Department.

Section 11.6

Seniority Application to Layoff and Recall: Seniority and layoffs shall operate on a departmental basis. In all cases of increases or decreases in the department's work force, length of service, if adequately qualified to perform the work available in the department, shall govern.

Section 11.7

Layoff: When it becomes necessary to reduce the working force in the department, employees with the least seniority shall be laid off first, providing the employees remaining on the payroll are qualified or can qualify within thirty (30) days to perform the work remaining to be done.

Section 11.8

In case of layoff, a minimum notice of fourteen (14) calendar days will be given.

Section 11.9

Probationary employees will be the first to be laid off.

Section 11.10

Recall after Layoff: When employees have been laid off for reasons beyond their control and are later re-employed within one (1) year, their seniority time and rights shall be restored as of the day they left the service. A letter of recall shall be sent to the employee's last known address, and upon receipt of said notice, employee must respond within three (3) days. Upon failure of an employee to return to work within seven (7) days from receipt of notice, all time and rights shall be forfeited. It shall be the laid off employee's duty to keep the Employer advised of their address and whereabouts.

Section 11.11

In the event of recall, the last employee laid off shall be the first to be rehired, subject to the Employer determination that the rehired employee(s) are qualified or can qualify within thirty (30) days to perform the work assignments. An employee who declines recall to their regular job will be considered to have quit.

Section 11.12

The Employer will not hire a new employee if a laid off employee can qualify to fill the vacancy and is available and will accept recall to that vacancy within ten (10) calendar days.

Section 11.13

If an employee who, because of physical disability or loss of other qualifications, is unable to perform the duties of the regular job classifications, may apply in writing for another full time and part-time job at an applicable pay rate within the Police Department, accompanied by written verification from a member of the medical profession as to medical qualification.

Section 11.14

Seniority during Sickness and/or Injury: Any employee of the Employer covered herein who suffers sickness or injury, shall continue to accumulate seniority during their absence due to such an injury or sickness and shall be reinstated upon recovery to their former position with full seniority rights, provided they are physically qualified to work within one (1) year.

Section 11.15

The Employer shall prepare up to date seniority lists and post on appropriate bulletin board, with a copy to the Union. Part-time employees shall have a separate seniority list by classification.

Section 11.16

Termination of Seniority: The seniority of an employee will be terminated for:

- a) voluntary quitting
- b) discharge for cause
- c) layoff for more than one (1) year
- d) failure to report to work within ten (10) days after notice of recall by registered mail by the Employer to the last address on the Employer's records, or the inability to serve because of employee failure to notify of change of address
- e) absence from work for three (3) successive days without notice to the Employer, or without providing a reason for his/her absence which is satisfactory to the Employer
- f) engaging in other employment during a leave of absence, except as provided in this Agreement
- g) absence because of illness or accident other than covered by Chapter 411, 1975 Code of Iowa, for a period in excess of one (1) year
- h) retirement from active service of the Employer

I) failure to secure proper leave of absence or failure to return by the expiration date of absence properly granted.

Section 11.17

Veterans: An employee who returns from service in the Armed Forces of the United States of America will be granted re-employment and seniority rights to which he/she is entitled under whatever law or laws are in effect at the time of his/her return and which apply to his/her case.

Section 11.18

Call-ins or overtime for specific purpose will be offered to the employees who are working on such work or who are normally assigned to such work.

ARTICLE 12 **WORK SCHEDULE**

Section 12.1

For the purpose of computing overtime only, the normal work week for Police Officers and Civilians will be as follows:

- a) Eight (8) hours work shall constitute a standard work day.
- b) Forty (40) hours work shall be a constituted standard work week. This is not to be interpreted as a guarantee of a forty (40) hour work week with the following exceptions:
In instances of shift changes, full time personnel who have been transferred are guaranteed pay for forty (40) hour work week or the average of weekly hours worked over the previous six (6) months, whichever is smaller. When a shift change results in more than a forty (40) hour work week for any full time employee, that employee will work the overtime hours at his regular hourly rate of pay.
- c) In instances where a change of the normal work week has been agreed on by the parties, and such change necessitates the working of four (4) consecutive ten (10) hour days, such ten (10) hour day shall constitute a "standard" work day and such ten (10) hour time period shall be substituted in lieu of the eight (8) hour time period referred to in all other applicable Articles of the collective bargaining agreement negotiated for the period ending June 30, 1998.

Section 12.2

Saturdays and Sundays falling within the shift employee's scheduled work week shall be considered normal work days.

Section 12.3

The scheduling of rest breaks shall be the responsibility of the Chief. This time will be fifteen (15) minutes in each four (4) hours segment of work. There will be a forty-five (45) minute paid lunch period.

Section 12.4

The Chief shall establish the work schedule for each employee. When the Chief becomes aware of the necessity of a scheduled change, he will make said change and a reasonable attempt to notify the affected employee(s) within the next regular administrative work day (Monday - Friday). A change of the work schedule made after the next regular administrative work day, or a change of work schedule with less than twenty-four (24) hours notice to the employee or less than seventy-two (72) hours notice if it affects his day off, will receive overtime provisions except in cases of changes caused by sudden employee sickness, family member death, natural disaster and other untimely occurrences.

Section 12.5

Requests for any time off, regardless of whether they necessitate a schedule change, will be acted upon and a reasonable attempt made to notify the person submitting the request by the Chief within the next regular administrative work day.

Section 12.6

It shall be required in the work schedule that there be at least twelve (12) hours between shifts. If the City calls an employee to work with less than twelve (12) hours off, the employee shall receive one and one-half (1 ½) times the normal rate of pay, except in cases of natural disaster, unforeseen absenteeism, employee sick time, or other emergency provisions to be agreed mutually upon by the City and the Union.

At least two (2) calendar weeks notice of any permanent shift change shall be given. Permanent change shall be any change intended to last in excess of ninety (90) calendar days.

If the Chief and employees mutually agree to a shift or work schedule change, there shall be no minimum notice.

ARTICLE 13 **OVERTIME PAY**

Section 13.1

Shift Employees: One and one-half (1 ½) times their regular rate of pay for shift employees shall be paid for all work performed in excess of eight (8) hours per day or forty (40) hours per week but in no instance shall both daily and weekly overtime be applied on the same hours.

Section 13.2

A shift employee who is called to work on a rest day will be computed at one and one-half (1 ½) times their regular rate of pay.

Section 13.3

In the event of call-in, a minimum of two (2) hours pay will be computed at one and one-half (1 ½) times their regular rate of pay.

Section 13.4

A shift employee will be paid two and one-half (2 ½) times their regular rate of pay for continuous time worked, including time for meals, after sixteen (16) consecutive hours of work except in the time of natural disaster.

Section 13.5

Overtime shall first be worked by the Chief of Police. In the event that the Chief of Police is unable to fill in during the overtime, then overtime may be offered to any part-time employee who has not worked forty (40) hours in any given calendar week.

In the event no part-time employee is available to work the overtime, the overtime will then be offered to the most senior officer. The least senior officer may be required to work the overtime.

Section 13.6

An employee may request earning compensatory time in lieu of overtime pay at the rate of one and one-half (1 ½) hours comp time earned for all work performed in excess of eight (8) hours per day or forty (40) hours per week.

Section 13.7

No employee shall maintain a balance of unused compensatory time in excess of one hundred twenty (120) hours.

Section 13.8

If court is canceled less than four (4) hours prior to the subpoenaed starting time the employee shall receive two (2) hours pay computed at one and one-half (1½) times their regular rate of pay.

ARTICLE 14 **UNIFORM ISSUE AND ALLOWANCE**

Section 14.1

New hire Police Employees: The City shall supply to full time employees at no cost to the employee (officers) , three (3) summer shirts, three (3) winter shirts, four (4) pairs of pants, one (1) winter jacket, three (3) ties, and one (1) raincoat. Additionally, they will be issued all equipment as required by the Department.

Section 14.2

All uniforms as reasonably required for all members of the Evansdale Police Department shall be provided by the City at its sole cost and expense. Commencing July 1, the Police Officer personnel will receive a clothing maintenance allowance of thirty dollars (\$30.00) per month; the payment will be made in equal amounts on each paycheck.

ARTICLE 15

HOLIDAYS

Section 15.1

All eligible employees shall receive eight (8) hours pay at the regular straight time hourly rate for each of the following holidays:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Day before Christmas
July 4th	Christmas Day
Labor Day	Day after Christmas

Employees required to work on a holiday will receive eight (8) hours pay at one and one-half (1 ½) times the normal rate of pay, in addition to the regular rate of pay for each hour worked. Holiday pay will begin at the start of the first shift on the holiday and end at the end of the third shift in that twenty-four (24) hour period. An Officer working on a holiday may choose to take another day off paid at the normal rate of pay for eight hours in lieu of the time and one-half holiday pay. If the holiday falls on a scheduled day off, the Officer may choose to take another day off in lieu thereof.

Section 15.2

An employee to be eligible for holiday pay shall have worked the last scheduled work day prior to and the next scheduled work day immediately following such holiday unless such employees shall have been excused by the Chief, or is absent due to proven sickness or injury, subject to provisions of Article 19, Sick Leave.

Section 15.3

All full time employees, after ninety (90) days of seniority, shall be allowed four (4) casual days per year. The Employer must receive two (2) days notice in writing of the employee's request for days off and must be mutually agreed to between the Employer and employee. These days will be accrued at one (1) day per three (3) month period and must be taken within that time schedule. If the Employer does not grant a written casual day request ninety (90) days after it is earned, the employee may, at his option, be compensated with eight (8) hours of pay.

ARTICLE 16

VACATION

Section 16.1

All employees will be granted vacation with pay on the following basis - upon completion of:

One year of service.....	Forty (40) hours
Two years of service.....	Eighty (80) hours
Five years of service.....	One hundred twenty (120)hours
Ten years of service.....	One hundred sixty (160) hours

Section 16.2

Vacation time earned will be figured on the basis of the employment year and shall include the total regular straight paid time the employee has worked for the Employer since the date of last employment.

Section 16.3

When an employee that has completed the probationary period has his/her employment terminated with the Employer for any reason, he/she shall be compensated for accrued vacation time on the basis of the number of days accrued on a pro-rated basis of time worked during the employment year.

Section 16.4

Seniority shall govern in the choice of vacation periods, provided such choice has been exercised by March 1st of each year. Seniority is determined first by rank, second by continuous service in rank and third by total time in the department.

Section 16.5

In the event a holiday falls within a non-shift employee's vacation, the employee shall be entitled to an additional regular day off without loss of pay.

Section 16.6

Employees may carry over forty (40) hours of earned vacation into next vacation period. Also, if because of scheduling difficulties, the Employer was not able to grant an employee's total earned vacation during the employment year, provisions will be made to carry over vacation hours.

Section 16.7

Should an employee become ill or otherwise qualify for sick leave while on vacation, sick leave shall be used upon proof of illness or accident. It shall be the employee's responsibility to notify the Employer immediately should change of status occur.

Section 16.8

Employees must request earned vacation pay prior to taking vacation leave. This provision is available to employees unless the granting of the request would interfere with the Employer's year end budgeting procedure.

Vacation pay will be paid out on the pay day prior to the vacation if so desired.

Section 16.9

Employees may use vacation hours, casual hours, and earned comp time in any combination of earned hours.

ARTICLE 17
JURY DUTY - WITNESS DUTY

If an employee is called for jury duty, or witness duty, relating to events not arising out of their employment, the Employer will grant the leave and pay the difference between the court pay and the employee's regular pay. In order to be eligible for payment, employees must notify their supervisor within twenty-four (24) hours after receipt of notice to such duty. If relieved of jury duty before 12:00 noon, employee will report for duty.

ARTICLE 18
LEAVE OF ABSENCE

Section 18.1

A request for leave of absence must be submitted to the employee's division head, setting out the circumstances in full as to why such a leave is desired. The request will be considered on the basis of work load existing or anticipated in the employee's division, the circumstances of the request and the employee's service rating. Such requests must be approved by the City Council.

Section 18.2

All leaves of absence will be without pay unless otherwise specifically provided.

Section 18.3

The maximum leave of absence shall be for one (1) one (1) year period. Permission for extension must be secured from the City Council in writing. Failure to comply will result in discharge. During the period of absence, the employee shall not engage in gainful employment without prior permission from the City Council in writing.

Section 18.4

Benefit Accrual: Any leave of absence relating to this Article which extends beyond a period of one (1) month shall not be computed as working time for the purpose of accruing vacation allowances and sick leave. Employees who are enrolled in the group insurance programs of the Employer and who are on leave of absence must make arrangements for premium payments through the City Clerk's office.

ARTICLE 19
SICK LEAVE

Section 19.1

Definition: Sick leave is defined as an absence of an employee from work by reason of illness or accident.

Section 19.2

Sick leave will be earned and accrued at the rate of twelve (12) hours per anniversary month to a maximum of 1920 hours. Any employee not using sick leave for six (6) consecutive months shall thereafter become entitled to one (1) additional casual day, said casual day to be taken within the following six (6) months and not accumulated. Once this additional casual day is accrued, a new six (6) month period begins.

Section 19.3

Use of Sick Leave: Sick leave shall be used only for personal illness, personal injury and medical appointments with members of the medical profession.

Section 19.4

Pay and Notification for Sick Leave: In the event of sickness or injury, the employee will receive straight time pay for each work day that they are sick to the extent of their earned sick leave credit, but no more sick benefit per week than the employee's pay for a normal work week.

Section 19.5

Sick leave is in no way to be construed as additional vacation time. Sick leave shall not be granted unless the supervisor, or other person as established by each department, has been notified by not later than the starting time of the particular work day.

Section 19.6

Use of Vacation Credits for Sick Leave: Earned vacation credits may be used for sick leave absence before the anniversary date of employment provided the sick leave credits have been exhausted.

Section 19.7

Leave without pay will not be granted for illness injury if the employee has any sick leave credit.

Section 19.8

Proof of Illness: Sick leave covering a period in excess of three (3) working days must be substantiated. Any lesser time may be required, at the discretion of the Chief, by a written statement from the medical profession. The statement must show the kind and nature of the sickness or injury, that the employee has been incapacitated for work for the period of their absence, and is again physically able to perform their duties.

Section 19.9

Workman's Compensation: Any civilian employee who is injured on the job and disabled while on duty, shall receive Workman's Compensation. Any Police Officer who is injured and/or disabled while on duty, shall be compensated in accordance with Chapters 410 and 411 of the 1981 Code of Iowa or the latest edition of the Code.

Section 19.10

An individual who is injured on the job will not be allowed to return to work until they have presented the Personnel Office with a written statement from a member of the medical profession stating the

kind and nature of injury, that the employee has been incapacitated from work, and that the employee is again able to perform their duties. Such examination as relates to job injuries will be paid for by Employer.

Section 19.11

Any employee who has quit and given the Employer at least two (2) weeks written notice of their intentions, or has been terminated or retires from employment, shall receive one (1) hour of pay for every four (4) hours of accrued sick leave at current rate of pay upon termination, and one (1) hour of pay for every two (2) hours of accrued sick leave at current rate of pay upon retirement in cash payment to a maximum of:

960 hours for retirement

480 hours for resignation or other termination

ARTICLE 20 **MILITARY LEAVE**

Section 20.1

It is the policy of the Employer to cooperate fully in all activities furthering the cause of national defense. Employees who are members of any U.S. Military Reserve or National Guard unit, will be granted leave of absence to attend training exercises or take part in emergency activities in accordance with the Military Code of Iowa. Such leave will not be charged to the employee's regular earned vacation time.

Section 20.2

As employee who enters regular military service shall be considered as absent without loss of seniority. At the time of such a separation, the employee will be paid for any unused vacation time. Employee's re-employment rights will be governed in accordance with federal law.

ARTICLE 21 **BEREAVEMENT LEAVE**

Section 21.1

Bereavement Leave: Bereavement leave will be granted up to three (3) days absence with pay in the event of death of a current spouse, child (including legally adopted, foster or step-child), parent or step-parent, brother or step-brother, sister or step-sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent or grandchild.

Section 21.2

The three (3) day allowances are intended to cover bereavement leave, but in special cases involving unusual consuming travel or special circumstances, leave may be extended by the Chief, not to exceed

a maximum of three (3) additional days.

Section 21.3

To qualify for bereavement leave pay, an employee must be eligible to receive regular earnings immediately preceding and following the bereavement period.

Section 21.4

Bereavement pay is intended to provide for time off without loss of income, but not to increase income. Non-working days shall not be compensable.

ARTICLE 22
MATERNITY LEAVE

Section 22.1

An employee who is unable to work because of a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, may request either a leave of absence as set out in Article 18 or a maternity leave.

In order to receive sick leave benefits for a maternity leave, the employee should:

- a) secure a maternity leave form from the Chief,
- b) present it for her physician's medical statement, and
- c) return it to the Chief as soon as pregnancy is confirmed.

The employee, subject to her physician's approval, will be allowed to work as long as she is capable of performing the regular duties of her job.

Section 22.2

Accumulated sick leave will be granted for maternity leave only for the actual period of temporary disability as determined by a physician.

Section 22.3

If an employee's accumulated sick leave is insufficient to cover the period of disability, she may be granted accumulated vacation leave with pay. An employee who is still physically unable to work after exhausting both sick leave and vacation leave will, at her request, be granted a leave of absence without pay for the extent of her disability.

Section 22.4

Employees who are enrolled in the group insurance programs of the Employer and who are going on a maternity leave without pay must make arrangements for premium payments through the City Clerk's office.

ARTICLE 23

SEPARABILITY AND SAVINGS

Section 23.1

This Agreement is subject to the laws of the United States and the State of Iowa. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree no appeal has been taken with the time provided. All other provisions of this Agreement shall continue in full force and effect.

Section 23.2

In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty (30) days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

ARTICLE 24

INSURANCE

Section 24.1

Group Insurance: All full time employees and appointed officials shall be eligible for City provided family group insurance, including health, dental and prescription, the first of the month after employment for thirty (30) days. The City will pay for single coverage only during probationary period. Employee is eligible to purchase family coverage at his expense.

All part-time employees are eligible to enroll in City group insurance coverage at the employee's own expense.

Section 24.2

Payment of Premium: Ninety five percent of the premium shall be paid by the City of Evansdale with employees making co-payments of five percent of the premium for the plan selected by the employee.

Section 24.3

Termination: Group insurance coverage shall terminate upon termination of employment with the City of Evansdale, but at the option of the insurance company, the terminating employee may transfer to an individual policy.

Section 24.4

Retirement: Employees who retire from employment of the City of Evansdale may maintain their status as a member of the group, but shall be required to pay their own premiums.

Section 24.5

All full time employees and appointed officials shall be eligible for City provided group term life insurance at a level of one (1) year's salary rounded to the next highest \$1000 or a level of \$20,000, depending on the results of current (2001) competitive bidding among leading providers.

ARTICLE 25
TRANSFER PROCEDURE

When an employee is transferred to a different classification, they shall receive a pay rate in accordance to that classification if that transfer is of a permanent nature. An employee transferred to a higher classification shall serve a trial period of ninety (90) days. If at the end of the ninety (90) day trial period, the employee is not qualified for the position, they shall be returned to their old position without loss of seniority. If at the end of the ninety (90) day trial period, the employee remains in that position, and the position is outside the bargaining unit, accumulated bargaining unit seniority rights will be forfeited.

ARTICLE 26
STRIKE AND LOCKOUT

Section 26.1

The Union, its officers or agents, or any of the employees covered by this Agreement shall not cause, instigate, encourage, authorize, ratify or participate in a strike against the Employer, where the same constitutes a violation of Chapter 20, 1985 Code of Iowa.

Section 26.2

The Employer shall not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 27
GENERAL PROVISIONS

Section 27.1

Pay Days: All employees shall be paid bi-weekly on Friday at 7:00 a.m., except when Friday is a holiday; then the pay day shall be on Thursday.

Section 27.2

Employees of the Police Department shall not furnish their own transportation on Employer business unless specifically authorized and directed by the Chief. Employees shall be reimbursed for the use of their automobiles when directed to use them for Employer business at the current milage rate paid by the State of Iowa, paid monthly.

Section 27.3

When employees are away from the City on authorized Employer business, the Employer shall pay the reasonable and normal expenses required. Meal expense claims accompanied by receipts shall be reimbursed up to twenty five dollars (\$25) per day. All travel requests and payments must be approved by the City Council.

Section 27.4

The Employer may provide safety and job training programs and it shall be a condition of employment that each employee actively participate when such programs are conducted during working hours.

Section 27.5

The City shall make necessary provisions for the safety of employees during the hours of their employment.

Section 27.6

Personal property carried on duty shall be replaced at the employer's expense in the event of damage or loss not due to employee negligence and pursuant to Police activity, as determined by the Police Chief, at a reasonable price not to exceed the following: \$200.00 for eye glasses, contacts, watches, boots and personal items; \$150.00 towards an officer's leathers; and \$550.00 towards side arms.

Section 27.7

Nothing in this Agreement shall supersede the Civil Service Laws of the State of Iowa as found in the latest edition of the Code of Iowa.

Section 27.8

The City agrees that it will defend any of its employees, and in cases of malfeasance in office, willful and unauthorized injury to persons, property or willful or wanton neglect of duty, shall save harmless and indemnify such employee against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope of their employment or duties, in accordance with Chapter 613A of the 1981 Code of Iowa.

Section 27.9

All regular police officers shall be required to be certified by the Iowa Law Enforcement Academy of law enforcement officers, within a reasonable time. Officers will be reimbursed for meals while attending the Iowa Law Enforcement Academy.

Section 27.10

All work schedules will be posted a minimum of thirty (30) days in advance.

Section 27.11

The regular law enforcement officer on duty shall have the full responsibility for the operation of patrol vehicle and all occupants thereof.

Section 27.12

All past "Letters of Agreements" shall be void except for those renegotiated for the purpose of entering them into this Agreement.

Section 27.13

Full time officers shall live within a 30 minute travel time of the police station, said travel time to be determined by the Police Chief.

ARTICLE 28
PAY RATE

Section 28.1

A. Following is the pay rate for all classifications of the bargaining unit for the contract year July 1, 2004 - June 30, 2005.

<u>Classification</u>	<u>FY 2006</u>	<u>FY 2007</u>	<u>FY 2009</u>
1st year patrolman	\$ 14.55	\$ 14.95	\$ 15.35
2nd year patrolman	15.19	15.59	15.99
3rd year patrolman	15.81	16.21	16.61
4th year patrolman	16.49	16.89	17.29
5th year patrolman	16.99	17.39	17.79
8th year patrolman	17.45	17.85	18.25
10th year patrolman	18.16	18.56	18.96
12 th year patrolman	18.31	18.71	19.11
15 th year patrolman	18.46	18.86	19.26
Sergeant	\$ 18.71	\$19.11	19.51
Investigator	\$ 16.84	\$17.24	\$ 17.64
Part-time patrolman	\$ 13.26	\$13.66	\$ 14.06

Section 28.2

Longevity pay will be computed for all employees on the following basis, the payment will be made in equal amounts on each paycheck:

4 - 9 years employment.....	\$25.00 per month
10 - 14 years employment.....	\$35.00 per month
15 - 19 years employment.....	\$45.00 per month
20 - 24 years employment.....	\$55.00 per month
25 - 29 years employment.....	\$65.00 per month
30 + years employment.....	\$75.00 per month

Section 28.3

All full time employees will be entitled to shift differential pay on the following basis:

<u>Shift</u>	<u>Rate</u>
1st Shift	None
2nd Shift	40 cents per hour
3rd Shift	40 cents per hour
4th Shift	40 cents per hour

ARTICLE 29 DURATION

Section 29.1

This Agreement shall be effective July 1, 2005 and shall continue in full force and effect through the 30th day of June, 2008. The contract will be open for negotiation for all articles except 24 and 28 for contract year July 1, 2006

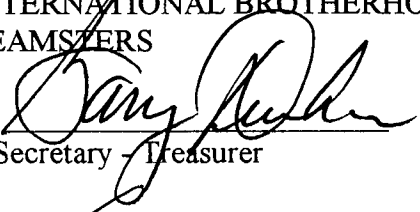
Section 29.2

Letter of Understanding: It is said the intent of this Agreement entered into by the City of Evansdale and Chauffeurs, Teamsters, and Helpers Local 238 to maintain a seven (7) man full-time police force, including a working Chief of Police, and that the employment of the Police Chief and the part-time Police Officer(s) shall not be used to deprive the full-time Police Officers of their regular forty (40) hour work week.

Signed this _____ day of _____, 2_____.

CHAUFFEURS, TEAMSTERS & HELPERS
UNION LOCAL NO. 238, an affiliate of
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

by

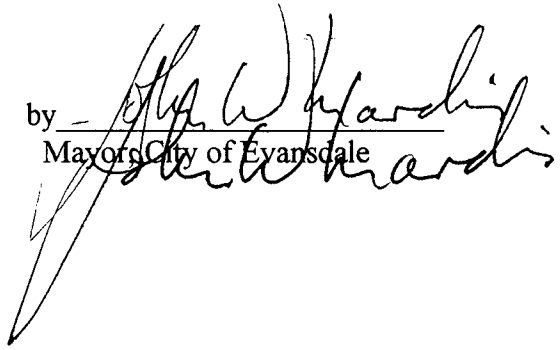

Secretary - Treasurer

by


Business Representative

CITY OF EVANSDALE

by


Mayor, City of Evansdale